it is now." But it must be sorrowfully admitted that this is almost a solitary statement in the English reports. It is impossible, say the courts, for a partnership to be anything but a joint enterprise, notwithstanding the actual course of business to the contrary. The effrontery of the commercial world in suggesting its own conception of a partnership never fails to draw forth their indignation. It speaks well for the hardihood of merchants that they have continued to carry on business with this understanding in defiance of the judicial edict that a partnership shall not be allowed to be an entity. Yet, in spite of this declamation on the part of the judges, there are some doctrines which, if one may venture to insinuate such a thing, can be explained on no other theory than the one here repudiated. Indeed, this very case assumes that an infant cannot withdraw from the firm creditors what capital he has embarked in a partnership. Why he, like an ordinary joint debtor, cannot defend on the ground of infancy, is a puzzle which the court deciding this case does not solve. We have here the spectacle so often presented of a decision based on the assumption that a partnership is an entity, coupled with the uncompromising *dictum* in the memorable and tremendous words of Betsey Prig, "I don't believe there 's no sich a person."

A CASE UNDER THE RULE AGAINST PERPETUITIES. — The Rule against Perpetuities may be said to be founded on two grounds of legal policy; the one, the general objection to restraints on alienation; the other, the necessity that the estate should vest within the prescribed periods. The second grew out of the first, but that it is recognized as perfectly distinct from it appears from the case of *In re Hargreaves*, 43 Ch. Div. 401, where the estate was alienable within the period, but yet held bad for remoteness.

Now this rule, being an arbitrary creation of the law, should be completely within the control of the maxim *Cessante ratione, cessat ipsa lex;* and therefore the recent decision of the English Court of Chancery in *Goodier* v. *Edmunds*, 3 Ch. Div. (1893) 455 (Stirling, J.), seems questionable, although mentioned with approval by Chitty, J., in the same court. *In re Daveron*, 3 Ch. Div. (1893) 421. There was a gift in trust for sale, which was not limited to take place within the proper period. The members of the class for whose benefit it was given were, however, ascertainable within that period, and the fixed amount of their shares was also ascertainable. They could, therefore, call for an immediate conveyance, so that the estate was neither inalienable nor too remote, being destructible within the prescribed period. The court seems to base its objection on the theory that the use would shift from the beneficiaries of the trust to a purchaser at a period too remote, but the objection is scarcely satisfactory. It was never made an objection to a conditional limitation after an estate tail that the use shifted, and yet such is actually the case. The reason given is that the tenant in tail, by suffering a recovery, might at any time defeat the limitation, and therefore there is no greater tendency to a perpetuity than in an ordinary remainder expectant upon the regular determination of the estate tail. This reason, which is admittedly valid, would seem to find equal application in the case of the power or trust for sale.

This view seems to be supported by *Crocker* v. *Old South Society*, 106 Mass, 489, and *Seamans* v. *Gibbs*, 132 Mass. 239.